



Loudoun County, Virginia

---

## **Job Order Contract (JOC)**

# **For Maintenance and Repair of Stormwater Infrastructure, Paving and Other Sitework**

## **Invitation For Bid**

**IFB NUMBER: QQ-01264**

**ACCEPTANCE DATE:**

**Prior to 3:00 p.m. August 10, 2006 "Local Verizon Time"**



Loudoun County, Virginia

---

## INVITATION FOR BID

### For Maintenance and Repair of Stormwater Infrastructure, Paving and Other Sitework

ACCEPTANCE DATE: Prior to 3:00 p.m. August 10, 2006 "Local Verizon Time"

IFB NUMBER: QQ-01264

ACCEPTANCE PLACE Department of Management and Financial Services  
Division of Procurement  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

As a condition of submitting a Bid, Bidders must attend two (2) mandatory pre-bid conferences. The first pre-bid conference will be held at 1:00 P.M., July 11, 2006, for the purpose of discussing the JOC concept, the Contract Documents, the specifics of Loudoun County's JOC program, minimum qualifications required for Bidders, and other bid considerations. Bidders must be in the Procurement Conference Room prior to 1:15 PM to be allowed to bid. The second pre-bid conference will be held at 3:00 P.M. July 26, 2006, for the purpose of answering questions related to the Contract Documents and discussing JOC from a Contractor's viewpoint (including a mini workshop on how to calculate a bid). Bidders must be in the Procurement Conference Room prior to 3:15 PM to be allowed to bid. Both pre-bid conferences will be held in the Purchasing Conference Room, 4th Floor of the Loudoun County Government Center, 1 Harrison Street, SE, Leesburg VA, 20175.

Requests for information related to this Invitation should be directed to:

Donald R. Legg, CPPO  
Assistant Purchasing Agent  
Phone: (703) 777-0566  
Fax: (703) 771-5097  
Email address: [dlegg@loudoun.gov](mailto:dlegg@loudoun.gov)

**Invitation For Bid QQ-01264**

The Contract Documents will be available for viewing at the physical address immediately below:

Department of Management and Financial Services  
Division of Procurement  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

Hard Copies: The IFB, with Attachment 1, The Construction Task Catalog only, will be available for sale for a non-refundable \$150.00 dollars each (cash accepted).

Electronic Copies: The IFB, with Attachment 1- the Construction Task Catalog and Attachment 2- the Technical Specifications, will be available at no charge on CD.

or

The Contract Documents in their entirety (including all Attachments) can be downloaded from our web site: [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

Issue Date: June 28, 2006

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

**Job Order Contract (JOC) for Maintenance and Repair of Stormwater  
Infrastructure, Paving and Other Sitework**

| <b><u>SECTION/TITLE</u></b>   | <b><u>PAGE</u></b> |
|---|--------------------|
| 1.0 PURPOSE.....  | 5                  |
| 2.0 COMPETITION INTENDED .....  | 6                  |
| 3.0 OVERVIEW OF THE CONTRACT.....   | 6                  |
| 4.0 DISCREPANCIES .....   | 8                  |
| 5.0 CONTRACTOR MINIMUM QUALIFICATIONS .....   | 8                  |
| 6.0 CONTRACT TERMS AND CONDITIONS.....  | 9                  |
| 7.0 INSTRUCTIONS TO BIDDERS .....   | 44                 |
| 8.0 MISCELLANEOUS BID INFORMATION FORM, BID FORM AND OTHER<br>FORMS TO BE EXECUTED AND SUBMITTED BY BIDDER..... | 49                 |
| 9.0 COUNTY-CONTRACTOR AGREEMENT .....   | 63                 |
| ATTACHMENT 1 – THE CONSTRUCTION TASK CATALOG  |                    |
| ATTACHMENT 2 – THE TECHNICAL SPECIFICATIONS   |                    |

Authorized By: Donald R. Legg, CPPO Date: June 28, 2006  
Assistant Purchasing Agent

## 1.0 PURPOSE

- 1.1 The County seeks to award up to three (3) Job Order Contracts to qualified general contractors to provide county-wide maintenance and repair of stormwater infrastructure, paving, and other sitework on an as-needed basis at various Loudoun County facilities over a one-year Base Term and up to four (4) one-year additional Option Terms. A Job Order Contract (JOC) is a competitively bid, firm fixed priced, indefinite quantity contract. The Work includes a collection of tasks and related Specifications that have pre-established Unit Prices. The Contracts are to be used for the accomplishment of construction, maintenance, and repair of various stormwater infrastructure, paving and other sitework by means of individual Job Orders issued under the Contracts and related to discrete Projects as they are identified.
- 1.2 The Contracts will generally be utilized to accomplish small-medium sized, Projects with a typical Job Order value within the range of \$10,000-\$100,000. The typical Work is anticipated to include, but not be limited to Projects such as: debris removal; vacuum cleaning; water flushing and jet cleaning; dirt and silt removal; stream/open drainage vegetation and debris removal; re-configuration and realignment of drainage channels and streams; riparian reconstruction (cocoa logs, cocoa blankets, cocoa log check dams, planting and seeding, etc.); placement of rock (rip rap) along stream beds and pipe outfalls; rock lining and paving of open channels; repair/replacement of weirs and check dams; repair/replacement of stormwater structures such as inlets, catch basins, manholes, culverts, drainage pipe, etc.; repair/replacement of wet and dry pond control structures; grass mowing and removal of undergrowth in the vicinity of wet and dry ponds; repairing replacing headwalls; installing trash racks, safety railings, and other components on various stormwater structures; performing erosion control and repair; miscellaneous grading and excavation; parking lot repair, mill, overlay and striping; miscellaneous earthwork at Parks Recreation & Community Services facilities, and performing other miscellaneous civil construction/repair/maintenance tasks. The maximum value of any individual Job Order is not expected to exceed \$300,000. The County estimates spending \$2,000,000 in aggregate per year under these contracts; however, other than the Minimum Contract Value of \$25,000, the County makes no additional guarantee as to the minimum amount of Work that will be awarded under each of these contracts.
- 1.3 For the purposes of these Contracts, a Loudoun County "Purchase Order" is described as a "Job Order".

## **2.0 COMPETITION INTENDED**

It is the County's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

## **3.0 OVERVIEW OF THE CONTRACT**

3.1 A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual Projects at different locations, often simultaneously, throughout Loudoun County. The Contract Documents include a Construction Task Catalog (CTC) containing construction tasks with pre-established Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are intended to reflect the direct cost of construction (excludes overhead and profit).

3.2 The Contractor will bid four (4) Adjustment Factors to be applied to pre-established Unit Prices contained in the CTC.

- A. An Adjustment Factor will apply for performing Work during Normal Working Hours (7:00 am to 5:00 pm Monday to Friday, except Holidays) and for Job Orders  $\leq$  \$50,000.
- B. An Adjustment Factor will apply for performing Work during Other Than Normal Working Hours (5:01 pm to 6:59 am Monday to Friday and any time Saturday, Sunday, and Holidays) and for Job Orders  $\leq$  \$50,000.
- C. An Adjustment Factor will apply for performing Work during Normal Working Hours (7:00 am to 5:00 pm Monday to Friday, except Holidays) and for Job Orders  $\geq$  \$50,000.
- D. An Adjustment Factor will apply for performing Work during Other Than Normal Working Hours (5:01 pm to 6:59 am Monday to Friday and any time Saturday, Sunday, and Holidays) and for Job Orders  $\geq$  \$50,000.

The Adjustment Factors shall apply to every task in the CTC. The four (4) Adjustment Factors will be weighted based on the County's anticipated percentage of applicability (see Bid Form) and a resulting Award Criteria Figure calculated.

3.3 The JOC Process- As projects are identified by the County the successful Contractor will jointly scope the Work with the County's authorized representative. The County will prepare a Detailed Scope of Work and

issue a Request for Price Proposal to the Contractor. The Contractor will then prepare a Package for the Project including a Price Proposal, Progress Schedule, any Incidental Design, a list of proposed Subcontractors and other requested documents. If all contents of the Price Proposal Package are found acceptable by the County, a Job Order may be issued.

- 3.4 A separate Job Order will be issued for each Project prior to the commencement of any Work by the Contractor, except in a declared State of Emergency as described in Section 6.8, D. (5). A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Amount. The Job Order Amount is determined by multiplying the pre-established Unit Prices for the appropriate tasks required to complete the Detailed Scope of Work by the appropriate quantities and the applicable Adjustment Factor. The Job Order Amount shall be a lump sum, fixed price for the completing the Detailed Scope of Work. Unforeseen/latent conditions, additions to and deletions from the Detailed Scope of Work will be addressed via supplemental Job Orders.
- 3.5 Contractor Selection for Each Project  
Contractors will normally be selected on a rotating basis to perform the Work related to an individual Project; however, the County reserves the right, at its sole discretion, to select Contractors out of rotation when deemed to be in the best interest of the County.
- 3.6 Description of the Work- The Work will be set forth in the Detailed Scope of Work for individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Amount within the Job Order Completion Time.
- 3.7 The Contractor will be required to perform Work at any County owned or controlled facility. It is anticipated that the Work will be distributed randomly throughout the geographic area comprising the County and the Contractor will be required to perform Work at multiple sites simultaneously.
- 3.8 Responsiveness
- A. The contractor shall have a point of contact (i.e., voice mail or answering machine) where messages can be left. There should be a response no later than twenty-four (24) hours from when the message was left. Repeated failure to respond within the above timeframe shall, at the option of the County, result in termination of the Contract.

- B. The County has the option of declaring any needed work to be an emergency. In the event of a natural disaster or other catastrophic event when the County Administrator has declared a "State of Emergency" the Contractor, when so directed shall respond within two (2) hours of notification. See Section 6.8, D. (5). Once the Contractor has been notified that the County has an emergency, Work shall commence no later than twenty-four (24) hours from authorization and Work shall be performed diligently until all work is completed.
- 3.9 The Contractor must be able to locate various structures and appurtenances using GPS (Global Positioning System) technology when provided with the latitude and longitude coordinates of various items of Work.
- 3.10 All Work performed by the Contractor under this Contract shall meet all applicable state and local codes, and the Contractor shall be required to obtain all required permits and inspections. Loudoun County permit fees shall be waived.

#### **4.0 DISCREPANCIES**

Bidders are required to read this entire Invitation for Bid and all the Contract Documents in detail. The County has made every effort to prepare a complete and accurate set of Contract Documents. However, should a bidder find discrepancies in these Contract Documents or should he be in doubt as to the meaning or intent of any part thereof, he must promptly request clarification from the County. When necessary, the County will issue a written Addendum.

#### **5.0 CONTRACTOR MINIMUM QUALIFICATIONS**

- 5.1 Any Contractor wishing to submit a bid in response to this IFB must comply with the following minimum requirements to be considered responsive:
  - A. Demonstrate that it has recent successful experience within the past three (3) years providing similar maintenance and repair of infrastructure, paving, and other sitework consistent with the description of anticipated Work described in Section 1.2 above. Demonstration shall be by means of providing a minimum of five (5) project references submitted with the Contractor's bid on the Reference Form provided by the County and contained in this IFB.
  - B. Satisfactorily (in the sole judgment of the County) explain how it will comply with the requirement to self-perform twenty-five percent (25%) of the value of the Work. Self performance is defined as tradesman/craftsman actually performing the Work and does not



## Invitation For Bid QQ-01264

---

include overhead, profit, or labor associated with Project Management.

C. Maintain an existing full service office within a forty (40) mile radius of the Loudoun County Government Center located at 1 Harrison Street, Leesburg, Virginia 20175.

D. Provide evidence of a contractor's certificate of registration, whether resident or nonresident of Commonwealth of Virginia, as required by the following:

(1) Registered Commonwealth of Virginia Contractor: Class A.

5.2 Failure to provide complete and/or satisfactory information (in the sole judgment of the County) as described above to demonstrate compliance with the minimum qualifications may be cause for rejection of bid as non-responsive.

## 6.0 CONTRACT TERMS AND CONDITIONS

### 6.1 Contractual Authority

- A. The extent and character of the Work to be performed by the Contractor shall be subject to the general control and approval of the Director of the Department of General Services, and/or the Department of Parks Recreation and Community Services, and/or the Office of Capital Construction, or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of the Department of General Services, and/or the Department of Parks Recreation and Community Services, and/or the Office of Capital Construction, or their authorized representative(s) acting within their authority for the County.
- B. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor. Contract Administrators do not have the authority to order Work (issue a Job Order) or authorize change orders, or in any way obligate funds on behalf of Loudoun County.

### 6.2 Contract Documents

Except for titles, subtitles, headings, running headlines, tables of content and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract:

- A. The County-Contractor Agreement

## **Invitation For Bid QQ-01264**

---

- B. The County's Invitation for Bid (IFB) No. QQ-01264 (which includes the Contract Terms and Conditions), including any Addenda
- C. IFB Attachment 1 - The Construction Task Catalog (CTC) (CSI Sections 01-16)
- D. IFB Attachment 2- The Technical Specifications-Volume 2 (CSI Sections 01-16). Provided to bidders on CD only.
- E. The Contractor's bid submission (all parts)
- F. Notice of Award
- G. Performance and Labor and Material Payment Bonds and Insurance Certificates provided
- H. Job Orders, Requests for Price Proposals, and Detailed Scopes of Work (including any referenced supplemental Specifications and/or drawings) issued under the Contract
- I. The Contractor's Price Proposals submitted under the Contract
- J. Written Modifications to the Agreement, signed by both parties, issued after the Agreement has been executed

### **6.3 Technical Specifications**

- A. The Technical Specifications are numbered and organized in the Construction Specifications Institute (CSI) format. All Technical Specifications are provided in Division 1-16 per CSI guidelines.
- B. The intent of the Technical Specifications is to furnish concise industry and commercial standards for the Construction, maintenance, or repair of County facilities. In the event of conflict among any of the Specifications contained in the Contract Documents, the most stringent specification shall govern.
- C. The County reserves the right to, at any time, modify, delete, supplement, substitute, amend, supersede or otherwise alter in any manner the Technical Specifications portion of the Contract Documents.

### **6.4 Definitions**

- A. *Addendum or Addenda*: the additional Contract provisions issued in writing by the County prior to the receipt of bids.
- B. *Adjustment Factor(s)*: the Contractor's competitively bid price adjustment(s) to the Unit Prices as published in the Construction Task Catalog.

**Invitation For Bid QQ-01264**

---

- C. *Agreement:* the County-Contractor Agreement, which is a document forming part of the Contract.
- D. *Award Criteria Figure:* the price calculated and provided on the Bid Form.
- E. *Base Term:* the one (1) year period commencing from the date of the execution of the County-Contractor Agreement.
- F. *Construction Task Catalog:* the listing of specific construction related tasks together with a specific unit of measurement and a Unit Price constituting Attachment 1 of the Invitation for Bid (IFB)
- G. *Contract or Contract Documents:* each of the various parts of the Contract referred to in Section 6.2 hereof, both as a whole and severally.
- H. *Contractor:* the party identified as such in the County-Contractor Agreement, whether corporation, firm or individual, or any combination thereof, and its, their, his or her successors, personal representatives, executors, administrators and assigns. Anytime the term Contractor is used it means the Contractor or the Contractor's authorized representative.
- I. *County:* Loudoun County, Virginia or Loudoun County's authorized representative. The term "Owner" may be used interchangeably with County.
- J. *Day:* calendar day unless explicitly stated as otherwise.
- K. *Detailed Scope of Work:* A document setting forth the Work the Contractor is obligated to complete for a particular Job Order.
- L. *Final Completion:* the last date on which all of the following events have occurred: the County has determined that one hundred percent (100%) of the Work has been completed in accordance with the Contract Documents including satisfactory testing of all systems and equipment, delivery of all warranties, guarantees, O&M manuals, and certificates of occupancy (if any), final inspections have been completed and all contractual requirements for final payment have been met.
- M. *Holidays:* New Year's Day, Lee-Jackson Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas Eve, Christmas Day and any other day officially recognized by the County as a non-working day for County staff.

**Invitation For Bid QQ-01264**

---

- N. *Incidental Design:* includes abbreviated drawings, sketches, calculations, shop drawings, modified or supplemental Technical Specifications and as-built drawings.
- O. *Install, Deliver, Furnish, Supply, Provide and Other Such Words:* such words mean the Work in question shall be put in place by the Contractor ready for use unless expressly provided to the contrary.
- P. *Job Order:* the written obligation document under a Job Order Contract. For the purposes of the Contract, a Loudoun County "Purchase Order" is described as a "Job Order". Each individual Project to be accomplished under this Contract will be through the issuance of a Job Order. Each Job Order will reference a Detailed Scope of Work and state a firm fixed price (Job Order Amount), time duration for the completion of the Work (Job Order Completion Time), and any special conditions that might apply to that specific Job Order, such as Liquidated Damages.
- Q. *Job Order Amount:* the firm fixed price, lump sum amount indicated on each specific Job Order that the County is obligated to pay the Contractor upon completion of the Detailed Scope of Work in conformity with all terms of the Contract Documents.
- R. *Job Order Completion Time:* the period of time allotted for the Contractor to achieve Final Completion of a Job Order.
- S. *Job Order Contract:* a competitively bid, firm, fixed price, indefinite quantity Contract for accomplishing construction and construction related services. Work is accomplished through the issuance of individual Job Orders against the Contract. Each Job Order issued under the JOC will be a firm fixed priced order for accomplishing all Work described in a Detailed Scope of Work.
- T. *Joint Scope Meeting:* a Site meeting to discuss the Work with the Contractor before the Detailed Scope of Work is finalized.
- U. *Maximum Contract Term Value:* the maximum value of Job Orders that may be issued to the Contractor during any Term (Base Term or Option Term) of the Contract. It has been established at \$2,000,000.
- V. *Maximum Contract Total Value:* The total combined value of all Job Orders that may be issued to the Contractor during all Terms of the Contract. It has been established at \$10,000,000.
- W. *Minimum Contract Value:* The minimum value of Job Orders that the Contractor is guaranteed to receive under the Contract. It has been established at \$25,000.

**Invitation For Bid QQ-01264**

---

- X. *Non Pre-priced Task*: a task not included in the Construction Task Catalog but within the general scope and intent of the Contract.
- Y. *Normal Working Hours*: the hours of 7:00 am to 5:00 pm Monday to Friday, except Holidays.
- Z. *Notice To Proceed Date*: the date contained on the Job Order which designates when the Contractor is authorized to begin prosecution of the Work.
- AA. *Option Term*: additional one (1) year periods for which the Contract can be extended by mutual agreement of the Contractor and the County. The Contract contains four (4) Option Terms.
- BB. *Other Than Normal Working Hours*: the hours of 5:01 pm to 6:59 am Monday to Friday and any time Saturday, Sunday, and Holidays.
- CC. *Prepriced Task*: a task included within the Construction Task Catalog for which a Unit Price has been established.
- DD. *Progress Schedule*: a critical path or bar chart schedule submitted by the Contractor and subject to approval by the County showing the overall Job Order Completion Time and subdivided for each critical operation therein.
- EE. *Project*: collectively, the Work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Job Orders.
- FF. *Price Proposal*: the Contractor prepared document quoting a lump sum, fixed price for the completion of the Detailed Scope of Work referenced in the Request for Price Proposal.
- GG. *Price Proposal Package*: the Contractor prepared package that in addition to the Contractor's Price Proposal contains, when appropriate, a proposed Progress Schedule for completing the Work, drawings, sketches, permits, catalog cuts, technical data, samples, Subcontractor information, and other such documentation as the County may require for a specific Job Order.
- HH. *Purchase Order*: the written obligation document under the Contract and referred to as a "Job Order" throughout the Contract Documents.
- II. *Request for Price Proposal (RFPP)*: a written request to the Contractor to prepare a Price Proposal for the Detailed Scope of Work referenced therein.

## **Invitation For Bid QQ-01264**

---

- JJ. *Schedule of Values*: the Contractor provided allocation of the Job Order Amount to various portions of the Work pertaining to a specific Job Order used as the basis for County's review of the Contractor's applications for payment.
- KK. *Shop Drawings*: drawings, schedules, data, catalogue cuts, manufacturers' published recommendations, charts, bulletins, brochures, illustrations, circulars, roughing drawings or formulae distributed by Contractors, Subcontractors, manufacturers, materialmen, or suppliers for use in installing Work.
- LL. *Site*: the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the County.
- MM. *Specifications*: all of the directions, requirements and standards of performance applying to the Work as hereinafter detailed and designated in the Technical Specifications in the Contract Documents or any modification or supplement thereto.
- NN. *Subcontractor*: any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or his Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- OO. *Sub-subcontractor*: any person, firm or corporation, other than employees of the Subcontractor, who or which contracts with the Subcontractor or his Sub-subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Sub-subcontractor.
- PP. *Unit Price*: the price published in the Construction Task Catalog for a specific task. The Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the labor, equipment and materials costs to accomplish that specific task.
- QQ. *Work*: the furnishing by Contractor of all labor, materials, equipment and other incidentals necessary or convenient for the completion of the Job Orders issued pursuant to the Contract.

### **6.5 Contract Base Term and Optional Terms**

## **Invitation For Bid QQ-01264**

- A. The Base Term of the Contract shall be for one (1) year from the date of the execution of the County-Contractor Agreement. This contract may be renewed based upon on the same terms and conditions, other than Bid Adjustment Factors, at the expiration of the Base Term upon mutual agreement of the parties. The renewal may be for up to four (4) additional one-year periods (Option Terms). The total duration of the Contract, inclusive of all Option Terms shall not exceed five (5) years.
- B. Notice of intent to exercise an Option Term will be given to the Contractor in writing by the County, ninety (90) days before the expiration date of the current term. The Contractor shall then accept or reject the Option Term in writing to the County within thirty (30) days. This notice will not be deemed to commit the County to exercise the Option Term, until such time as the County takes official action to commit such a renewal.

### **6.6 Minimum and Maximum Contract Values**

- A. The Minimum Contract Value for the Contract shall be \$25,000. The Contractor is guaranteed to receive Job Orders totaling at least \$25,000 during the Base Term of the Contract. The County makes no additional guarantee as to amount of Work, other than the Minimum Contract Value, that will be awarded under the Contract.
- B. The Maximum Term Value of the Contract per term (Base Term or Each Option term) is \$2,000,000.
- C. The Maximum Contract Total Value of the Contract (combined value of all Job Orders issued per all Terms), shall not exceed \$10,000,000. The County has no obligation to issue any Work in excess of the Minimum Contract Value during the entire duration of the Contract.

### **6.7 Price Escalation/De-escalation**

- A. The original Bid Adjustment Factors are valid for a one (1) year period beginning with the date of execution of the Agreement. Thereafter, the Contractor's Adjustment Factors shall be adjusted for each Option Term to account for construction cost escalation or de-escalation.
- B. A Base Year Index shall be calculated by averaging the twelve (12) month Construction Cost Indices (CCI) for the U.S. Twenty City Average published in the Engineering News Record (ENR) for the twelve (12) months immediately prior to the month of the Agreement execution.
- C. A Current Year Index shall be calculated by averaging the twelve (12) month Construction Cost Indices (CCI) for the U.S. Twenty City

Average published in the Engineering News Record (ENR) for the twelve (12) months immediately prior to the month of the beginning of any Option Term.

- D. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
- E. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next twelve (12) months of any Option Term.
- F. Averages shall be obtained by summing the twelve (12) month indices and dividing by twelve (12).
- G. All calculations in this Section shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
  - (1) The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
  - (2) The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- H. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.

#### 6.8 Ordering Procedure

- A. Initiation Of A Job Order- As the need exists for performance by the Contractor under the terms of the Contract, the County will notify the Contractor of a Project by issuing a notice of a Joint Scope Meeting. The Contractor shall be required to be available to attend a Joint Scope Meeting within forty-eight (48) hours from receipt of a notice of a Joint Scope Meeting (required response time shortened to two (2) hours in the event the County Administrator has declared a "State of Emergency". See Section 3.8, B.).

The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:

- (1) the general scope of the Work
- (2) methods and alternatives for accomplishing the Work and value engineering



## **Invitation For Bid QQ-01264**

---

- (3) access to the Site and protocol for admission/access
- (4) hours of construction operation
- (5) staging area
- (6) specific quality requirements for equipment and material
- (7) requirements for catalog cuts, technical data, samples, shop drawings and Incidental Design
- (8) the presence of hazardous materials
- (9) temporary services and shutoffs
- (10) safety issues/concerns/procedures
- (11) liquidated damages
- (12) construction duration
- (13) date on which Price Proposal is due.

- B. Detailed Scope Of Work (DSOW) Development And Issuance Of An RFPP- Upon completion of the joint scoping process, the County shall draft a DSOW together with any sketches, drawings, photographs and Specifications required to adequately document the Work to be accomplished and forward to the Contractor. The Contractor will review the DSOW and may request/suggest any changes or modifications. Subsequent to receiving Contractor input, the County shall issue a final DSOW in conjunction with a Request for Price Proposal (RFPP) which will require the Contractor to prepare a Price Proposal for the Work under consideration. The DSOW, unless modified by the County, will be the basis on which the Contractor develops its Price Proposal Package and the County will evaluate the same. The Contractor does not have the right to refuse to perform any task or Work in connection with a particular Project.

The RFPP will include at a minimum, the following information:

- (1) Master Contract Number
- (2) Job Order Number
- (3) Project Location
- (4) Brief Project Description
- (5) Detailed Scope of Work
- (6) Technical Drawings
- (7) Price Proposal Due Date

- C. Preparation Of The Price Proposal- Contractor will prepare its Price Proposals in accordance with the following:

- (1) Prepriced Tasks: For Prepriced Tasks the Contractor shall identify the task and quantities required from the Construction Task Catalog necessary to complete the DSOW.
- (2) Non-Prepriced Tasks: Non-Prepriced Tasks shall be separately identified and submitted in the Price Proposal. Information in support of the Non-Prepriced Task shall include, but is not limited to the following:

- a. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
- b. If the Contractor performs the Work with its own forces, it shall submit three (3) independent quotes for all material to be installed and shall, to the extent possible, use prepriced labor and equipment from the CTC. If the Work is to be subcontracted, the Contractor shall submit three (3) independent bids from Subcontractors. The Contractor shall not submit a quote or bid from any supplier or Subcontractor that the Contractor is not prepared to use. The County may require additional quotes and bids if the suppliers and Subcontractors are not acceptable or if the prices are deemed (in the sole judgment of the County) not to be reasonable.
- c. The final price for Non-Prepriced Tasks shall be according to the following formula:

A= Direct Labor Rate without Fringes (for Trades **not** in the CTC)

B= Direct Material Costs (supported by three (3) quotes)

C= Direct Equipment Costs (for Equipment **not** in the CTC)

D= Subcontractor Costs (supported by three quotes)

E= Allowable Overhead on Labor=  $A \times 45\%$

F= Allowable Overhead and Profit=  $(A+B+C) \times 10\%$

G= Subcontractor Allowance=  $D \times 5\%$

Total Cost of Non-Prepriced Task=  
 $A+B+C+D+E+F+G$

- d. The total extended price for the Non-Prepriced Task will be determined by multiplying the Unit Price by the quantity required. The price offered in the Price Proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.0000.
- e. After a Non-Prepriced Task is used in an Job Order, the unit price for such task will be considered to have been mutually established, at the sole discretion of the County, that task and associated unit price (direct costs only, excluding any overhead, profit and Subcontractor allowances) may be incorporated as a Prepriced Task in the Construction Task Catalog which will no longer require further price justification or Contract modification. After inclusion in the Construction Task Catalog, in future Price Proposals the Contractor would utilize the appropriate Adjustment Factor depending on when Work is to be performed and size of the Job Order.
- f. The County's determination as to whether a task is a Prepriced Task or a Non-Prepriced Task shall be final, binding and conclusive.

**D. Contractor's Price Proposal Package:**

- (1) The Contractor's Price Proposal Package shall include, at a minimum:
  - a. Price Proposal (Detail and Summary)
  - b. Non-Prepriced Task Support (if applicable)
  - c. Catalog Cuts, Technical Data Or Samples
  - d. List Of Anticipated Subcontractors, Anticipated Subcontract Values
  - e. Proposed Progress Schedule
  - f. Certificates For Any Special Insurance Required
  - g. Sample Warranties Or Guarantees For Materials, Equipment Or Systems Proposed
- (2) The Contractor's Price Proposal Package shall be submitted by the date indicated on the RFPP. All incomplete Price Proposal Packages shall be rejected. The time allowed for preparation of the Contractor's Price Proposal Package will depend on the complexity and urgency of the Job Order but should average between seven (7) and fourteen (14) days. On complex Job Orders, such as Job Orders requiring extensive approvals and permits, allowance will be made to

provide adequate time for preparation and submittal of the Price Proposal Package and will be so reflected in the Price Proposal Package due date entered on the RFPP.

- (3) The Contractor shall provide all Incidental Design services required in connection with a particular Job Order including drawings and information required for filing.
- (4) Contractor shall make all necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings and sketches, calculations and other documents and information that may be required thereof. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the County (all County permit fees shall be waived), any City, State or some other government or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable cost for which the County will reimburse the Contractor dollar for dollar (1:1, no markup). The Contractor may include the fees incurred in its Price Proposal utilizing line item 01204 1001 from the CTC for Reimbursable Fees and apply an Adjustment Factor of 1.0000. The costs of all activities required to obtain the permits (including expediting services) will be at the Contractor's expense.
- (5) In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Price Proposal Package may be required quickly and the due date will be so indicated on the RFPP or, as described below, the Contractor may be directed to begin the Work immediately with the paperwork to follow.

**E. Review Of The Price Proposal Package And Issuance Of A Job Order:**

- (1) The County will evaluate (1) the entire Price Proposal and proposed tasks therein and compare these with the DSOW and any estimate the County may have prepared to determine the reasonableness of approach, including the nature and quantity of tasks proposed and the means and methods utilized, and; (2) all other components of the Price Proposal Package.
- (2) The County reserves the right to reject the Contractor's selection of Subcontractors on individual Job Orders. Failure to include the Subcontractor list in the Price Proposal

## **Invitation For Bid QQ-01264**

---

Package submitted on each Job Order shall be ample cause for rejection of the Price Proposal as non-responsive.

- (3) The County reserves the right to reject a Price Proposal, or any other component of the Price Proposal Package, for any reason. The County also reserves the right not to issue a Job Order if it is determined, in the sole judgment of the County, not to be in its best interest. The Contractor shall have no claim to recover any costs arising out of or related to the development of the Price Proposal Package including but not limited to the costs to attend the Joint Scope Meeting, review of the DSOW, all costs associated with preparing a Price Proposal (and any other component of the Price Proposal Package), any Subcontractor costs incurred, and the costs to review the Price Proposal with the County. The County may pursue the performance of such Work by other means.
- (4) By submitting a signed Price Proposal to the County, the Contractor agrees to accomplish the Work set forth in the DSOW in accordance with the Request for Price Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal prior to delivering it to the County.
- (5) Each Job Order provided to the Contractor shall reference the DSOW and set forth the price to be paid (Job Order Amount) and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. Each Job Order shall be accepted by the Contractor and approved by the County. A signed copy will be provided to the Contractor. Each Job Order shall include, as a minimum, the following information:
  - a. Master Contract Number
  - b. Job Order Number
  - c. Project Location
  - d. Brief Project Description
  - e. Referenced Detailed Scope of Work and RFPP
  - f. Supplemental Technical Specifications (if applicable)
  - g. Job Order Completion Time
  - h. Acceptance Signature Block for the Contractor
  - i. Approval Block for the County's Authorized Representative
  - j. Notice to Proceed (NTP) Date

F. In the event that an emergency response is necessary, the Contractor shall be required to follow alternative procedures as

established by the County. The Contractor shall begin Work as directed, notwithstanding the absence of a fully developed Request for Price Proposal, DSOW, or Job Order. The Contractor shall be compensated in accordance with the Construction Task Catalog and Non-Prepriced Tasks as if the Work had been ordered under the standard ordering procedure.

- G. The minimum dollar value of any Job Order will be \$1,000.00 unless the Contractor agrees to a lower minimum.
- H. Each Job Order issued under the Contract is subject to the terms and conditions of the Contract.
- I. Any Job Order may require the performance of Work at multiple Sites.
- J. Unless otherwise authorized in writing by the County, the Contractor shall make no change which will increase the Job Order Completion Time, the Job Order Amount, or both.

#### **6.9 Existing Conditions**

By executing a Job Order, the Contractor represents that it has visited the Project Site(s) and familiarized itself with the local conditions under which the Work is to be performed. The County does not undertake to represent or warrant Site or local conditions.

#### **6.10 Measurements and Dimensions**

By Ordering Material or doing Work which is dependent upon coordination with existing building conditions, the Contractor shall verify all dimensions, elevations, grades and pitch by taking measurements at the building or Site and shall be responsible for the correctness of the same.

#### **6.11 Commencement and Prosecution of the Work**

##### **A. Timing**

- (1) The Contractor must commence Work on the date set forth in the Job Order. Time being of the essence of this Contract, the Contractor shall thereafter prosecute the Work diligently, using such means and methods of construction as will assure Final Completion within the Job Order Completion Time set forth in each Job Order.

**B. Supervision/Superintendent**

- (1) The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- (2) The Contractor shall keep on the Site, during the performance of all Work, a competent, foremen/superintendent who is fluent in English, and any necessary assistants, all satisfactory to the County. The Contractor's project manager/project lead (if different than the foremen/superintendent) must also be fluent in English. Neither the foremen/superintendent nor the project manager/project lead shall be changed, except with the prior consent of the County, unless he/she proves to be unsatisfactory to the Contractor and ceases to be in his employ. The on-site superintendent shall represent the Contractor and have authority to act for the Contractor.

**C. Project/Contract Meetings**

- (1) The Contractor and Subcontractors or their qualified representatives shall attend meetings with County's representatives, at a frequency as determined by the County, for the purpose of coordinating or expediting the Work.

**6.12 Progress Schedules/Job Order Completion Time**

- A. To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor shall submit with each Price Proposal a Progress Schedule, in bar chart or critical path method form, showing:
- (1) the anticipated time of commencement and completion of each of the critical operations/subdivisions of the Work to be performed under the Job Order;
  - (2) the sequence and interrelationship of each of these operations/subdivisions with the others and with those of other related Job Orders (if any); and,

- (3) the estimated time required for fabrication or delivery, or both, of critical materials and equipment required for the Work.
- B. Progress Schedules will be negotiated separately for each Job Order issued under the Contract. The Contractor's proposed Progress Schedule shall be revised as necessary and as directed by the County, until finally approved by the County, and after such approval, shall be strictly adhered to by the Contractor.
- C. Each Job Order issued shall contain a Notice To Proceed Date (NTP) and a Job Order Completion Time stated in calendar days. The Applicability of Liquidated Damages will be determined on a Job Order By Job Order basis and be communicated on the Request for Price Proposal (RFPP) and the applicability stated on the Job Order. The amount of Liquidated Damages, if applicable, shall be per the schedule contained in the General Conditions of the Contract. The Job Order Completion Time shall include Work to be performed by others under subcontract and provide ample time for anticipated inspections.
- D. If the Contractor fails to adhere to the approved Progress Schedule, he must promptly adopt such other or additional means and methods of construction as will make up the time lost and will assure Final Completion in accordance with such Progress Schedule.
- E. If the Job Order Completion Time is determined to be so short that a Progress Schedule is not necessary or useful (as solely determined by the County) the requirement to submit a Progress Schedule with the Price Proposal Package may be waived in its entirety. However, the Contractor will communicate a proposed Job Order Completion Time (in calendar days) with the submission of the Price Proposal Package.

**6.13 Date For Completion**

The Contractor must complete the Work within the Job Order Completion Time specified in each Job Order.

**6.14 Determining Date of Final Completion**

- A. Final inspection of the Work by the County shall be made within five (5) days after receipt of the Contractor's written request. The Work will be deemed finally complete as of the date of such inspection if,



**Invitation For Bid QQ-01264**

upon such inspection, the County determines that the Contractor has achieved Final Completion of the Job Order.

- B. However, if such inspection, in the sole opinion of the County, reveals items of Work still to be performed, the Contractor shall promptly perform them and then request a reinspection.

**6.15 Delays**

- A. If delay is foreseen, the Contractor shall give immediate written notice to the County. The County has the right to extend the Job Order Completion Date if reasons appear, in the sole judgment of the County, to be valid. Contractor must keep the County advised at all times of status of the Job Order Progress Schedule. Failure to achieve Final Completion within the Job Order Completion Time (without accepted reasons) or failure to meet Specifications, may result in assessment of Liquidated Damages (applicable on a Job Order By Job Order basis) and authorizes the County to purchase materials, equipment and services elsewhere and charge full increase in cost and handling to defaulting Contractor.

**6.16 Liquidated Damages**

- A. The applicability of Liquidated damages shall be determined on a Job Order by Job Order basis, at the sole discretion of the County, and at the time the Request for Price Proposal is issued by the County.
- B. If Liquidated Damages are deemed to apply to a specific Job Order, the amount of Liquidated Damages per Day shall be on the basis of the following schedule:

**SCHEDULE FOR LIQUIDATED DAMAGES**

| <u>Job Order Amount</u> | <u>Amount Per Calendar Day</u> |
|-------------------------|--------------------------------|
| \$1.00 to \$25,000      | \$100.00                       |
| \$25,001 to \$100,000   | \$150.00                       |
| \$100,001 to \$500,000  | \$250.00                       |
| \$500,001 or more       | \$500.00                       |

- C. The applicability of the Liquidated Damages will be discussed with the Contractor at the Joint Scope Meeting and, if applicable, will be

set forth thereafter in the Request for Price Proposal and in the Job Order. In the event the Contractor fails to complete the Work within the Job Order Completion Time, or if the Contractor, in the sole judgment of the County, has abandoned the Work, the Contractor must pay to the County the sum fixed in the table immediately above for each and every calendar Day that the time consumed in completing the Work exceeds the Job Order Completion Time, therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the County will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the Liquidated Damages that the County will suffer by reason of such delay, and not as penalty.

- D. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the County's right to indemnification under Section 6.22, or the Contractor's obligation to indemnify the County, or to any other remedy provided for by the Contract or by law.
- E. The County will deduct and retain out of the monies which may become due hereunder, the amount of any such Liquidated Damages; and in case the amount which may become due hereunder shall be less than the amount of Liquidated Damages suffered by the County, the Contractor shall be liable to pay the difference upon demand by the County.

**6.17 Time Extensions for Weather**

- A. The Job Order Completion Time applicable to each Job Order will not be extended due to inclement weather conditions that are normal to the general locality of Work Site. The Job Order Completion Time applicable to each Job Order includes an allowance for workdays (based on a five (5) day workweek) which, according to historical data, may not be suitable for construction work.
- B. The following is the schedule of monthly anticipated normal inclement weather workdays for the Project location (applicable to each and every Job Order) and will constitute the base line for monthly weather time extension evaluations.

| ANTICIPATED NORMAL INCLEMENT WEATHER WORK-DAYS INCLUDED IN THE CONTRACT TIME OF PERFORMANCE |     |     |     |     |     |     |     |     |     |     |     |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| JAN   | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 7   | 7   | 7   | 7   | 9   | 7   | 7   | 7   | 6   | 6   | 6   | 7   |

- C. The Contractor, in his planning and scheduling of the Work as required by the Contract Documents, shall allow for the normal inclement weather for the locality of the Work Site. If the Contractor believes that the progress of the Work has been adversely affected and that it will directly result in a failure to achieve Final Completion within the Job Order Completion Time, by weather conditions above and beyond the amount normally expected, he shall submit a written request to the County for an extension of the Job Order Completion Date).
- D. The Contractor shall not be entitled to any money damages whatsoever for any delays resulting from inclement weather, whether normal or abnormal, foreseeable or unforeseeable. The Contractor and County stipulate and agree that for delays due to weather the Contractor's sole relief is a time extension granted in accordance with this Section 6.17 Time Extensions for Weather.

#### 6.18 Changes in the Work

##### A. County's Right To Make Changes

- (1) The County, without invalidating the Contract, may at any time change the Detailed Scope of Work referenced in a Job Order by ordering additions to, deletions from, or modifications to the Work. The original Job Order will remain the same and a supplemental Job Order will be developed in accordance to the Ordering Procedure (Section 6.8) for developing all Job Orders set forth in the Contract Terms and Conditions. The Contractor hereby expressly agrees that the Contractor shall have no right to a claim for damages or extended overhead because of changes made by the County. All such changes shall be performed under the conditions of the original Contract except that any claim for extension of Job Order Completion Time caused thereby shall be adjusted at the time of signing of the supplemental Job Order. All such changes in the Detailed Scope of Work shall be authorized only by a supplemental Job Order signed by the County.

##### B. Cost To The County For Changes

- (1) The cost or credit to the County resulting from a change in the Detailed Scope of Work shall be calculated in accordance to the Ordering Procedure (Section 6.8) for developing all Job Orders set forth in the Contract Terms and Conditions.

C. Changes in Excess of \$25,000

- (1) Changes in Work with a Job Order Amount that exceeds \$25,000 require Board of Supervisors approval prior to issuance of the supplemental Job Order.

6.19 License Requirement

- A. All firms doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.
- B. Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.20 Payment of Taxes

All Contractors located in or owning property in Loudoun County shall assure that all real and personal property taxes are paid. The County will verify payment of all real and personal property taxes by the successful Contractor prior to the award of any Contract renewal.

6.21 Insurance

- A. The Contractor shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from, or in conjunction with, the Work performed on behalf of the County by the Contractor, his agents, representatives, employees or Subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of Work and such coverage shall be maintained by the Contractor for the duration of the contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after Contract completion date.

- (1) General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

- a. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

|             |                                 |
|-------------|---------------------------------|
| \$1,000,000 | Personal and Advertising Injury |
| \$1,000,000 | Each Occurrence Limit           |
| \$50,000    | Fire Damage Limit               |
| \$5,000     | Medical Expense Limit           |

(2) Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or Subcontractors.

a. Minimum Limits

Automobile Liability:

|             |                       |
|-------------|-----------------------|
| \$1,000,000 | Combined Single Limit |
| \$1,000,000 | Each Occurrence Limit |
| \$5,000     | Medical Expense Limit |

(3) Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

The Contractor shall not perform any Work unless he has obtained, and continues to maintain for the duration of such Work, such workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (Section 65.2-800 *et seq.*) of title 65.2 of the Code of Virginia.

(4) County's & Contractors' Protective Liability

Policy shall be in name of County. Minimum limits required are \$1,000,000.

(5) Coverage Provisions

- a. All deductibles or self-insured retention shall appear on the certificate(s).
- b. The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- c. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- d. Shall provide thirty (30) days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- e. All coverages for Subcontractors of the Contractor shall be subject to all of the requirements stated herein.

- f. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
  - g. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
  - h. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises for which the parties may be held liable by reason of negligence.
  - i. The Contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certificate of coverage must be attached.
  - j. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
  - k. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.
- B. When the Work to be performed includes abatement, encapsulation or other activities involving hazardous materials, certificates of insurance evidencing appropriate coverage (i.e., Pollution Liability Insurance) with coverage amounts, endorsements, additional named insureds, etc., deemed satisfactory (in the sole judgment of the County) shall be provided to the County. The insurance coverage can be provided by the appropriately qualified and licensed Subcontractor.

**6.22 Hold Harmless Clause**

The Contractor shall, during the term of the Contract, including any warranty period, indemnify, defend and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages or violations of rights, sustained by any person

or property in consequence of any neglect in safeguarding Contract Work or on account of any negligent act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

**6.23 Safety**

All Contractors and Subcontractors performing services for the County are shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Work Site area under this Contract.

**6.24 Material Safety Data Sheets**

By law, the County will not receive any materials, products or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.

**6.25 Responsibilities**

The Contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others. He shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire Work, except for any completed unit of construction thereof which theretofore may have been accepted.

**6.26 Work Standards**

All Work performed by the Contractor shall meet the standards set forth by the Technical Specifications and all other applicable regulations, codes (Federal, State and local), directives, equipment specifications and manufacturer's instructions and recommendations inclusive of equipment or vehicles, supplies, parts or materials utilized to provide the required Work.

**6.27 Incidental Design Services**

- A. The Detailed Scopes of Work under this Contract may, on occasion, require the Contractor to provide Incidental Design services. Examples of Incidental Design include abbreviated

drawings, sketches, calculations, shop drawings, modified or supplemental Technical Specifications, and as-built drawings. Accordingly, the Contractor shall:

- (1) Ensure that said Incidental Design meets all applicable Local, State and Federal (when applicable) regulations codes and conform strictly to the guidelines and criteria outlined in the Technical Specifications. In case of uncertainty of detail, procedure or conflict, the Contractor shall request additional instruction from the County. The Contractor is responsible for producing competent, properly coordinated and thorough Incidental Design documents.
- (2) Visit all Sites of proposed Work, making the measurements necessary to delineate the extent, character and type of Work required at the Project Sites.
- (3) The Contractor shall bear all costs for such development of said Incidental Design documents.

**6.28 As-Built Drawings, Shop Drawings and Samples**

The Contractor shall review, approve and submit to the County all As-Built Drawings, Shop Drawings, Product Data and Samples required by and identified as part of the Detailed Scope of Work for approval. The Work shall be in accordance with approved submittals. All As-Built and Shop Drawings shall be provided in a media acceptable to the County.

**6.29 Detailed Scope of Work (Including any Drawings) at the Site**

The Contractor shall keep at the Site one copy of all Job Orders, Detailed Scopes of Work and associated drawings and applicable Specifications in good order and available to the County at the Site.

**6.30 Permits**

- A. It shall be the responsibility of the successful Contractor(s) to comply with County ordinances by securing the necessary County permits and to be responsible for obtaining any and all other necessary licenses and permits, and for complying with any applicable Federal, State, Local or Municipal laws, codes or regulations in connection with the prosecution of the Work.
- B. The County shall waive any fees involved in securing permits within their jurisdiction. Any actual fees paid by the Contractor to any other governmental entity for permitting will be treated as a reimbursable cost for which the County will reimburse the Contractor dollar for dollar (1:1, no markup). The Contractor may include the fees incurred in its Price Proposal utilizing line item 01204 1001 from the



## **Invitation For Bid QQ-01264**

CTC for Reimbursable Fees and apply an Adjustment Factor of 1.0000. The costs of all activities required to obtain the permits (including expediting services) will be at the Contractor's expense.

### **6.31 Notice of Required Disability Legislation Compliance**

- A. Loudoun County government is required to comply with State and Federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.
- B. Specifically, Loudoun County may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

### **6.32 Ethics in Public Contracting**

- A. The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Agent upon request.
- B. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 *et seq.*), the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

### **6.33 Employment Discrimination by Contractors Prohibited**

- A. Every contract of over \$10,000 shall include the following provisions:
  - (1) During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- (2) The Contractor shall include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

**6.34 Drug-free Workplace**

- A. Every contract of over \$10,000 shall include the following provisions:
- (1) During the performance of the Contract, the Contractor agrees to (a) provide a drug-free workplace for the Contractor's employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.
  - (2) For the purpose of this section, "drug-free workplace" means a site for the performance of Work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited

from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of the Contract.

**6.35 Faith-Based Organizations**

The County does not discriminate against faith-based organizations.

**6.36 Exemption from Taxes**

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by the County on request. This exemption does not include materials purchased and used by a Contractor for a construction Project.

**6.37 Condition of Items**

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

**6.38 Substitutions**

No substitutions or cancellations are permitted after award without written approval of the County.

**6.39 Workmanship and Inspection**

- A. All Work under the resulting Contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from Work that the County deems incompetent or careless.
- B. Further, the County may, from time to time, make inspections of the Work performed under the Contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements.

**6.40 Warranty**

- A. The Contractor(s) shall warranty Work for one (1) year from Final Completion for all materials, equipment, parts and workmanship under normal usage conditions. Failure to support this warranty requirement (as solely determined by the County) shall, at the option of the County, result in the increase in the withheld amount and

duration of Contract retainage, and shall, at the option of the County, result in the termination of this Contract.

**6.41 Cleaning Up**

The Contractor shall at all time keep the premises free from accumulations of waste material or rubbish caused by his employees or Work. At the completion of the Work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his Work "broom-clean" or its equivalent, unless more exactly specified in the Detailed Scope of Work.

**6.42 Use of the Premises**

The Contractor shall confine his plant, his apparatus, the staging and storage of materials, the operations of his forces and the Work to limits indicated by law, ordinances, permits or the Contract Documents and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the Work to be loaded with weight that will endanger its safety. The Contractor shall enforce the County's instructions regarding signs, advertisements, fires and smoking.

**6.43 Cutting and Patching**

The Contractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts come together properly and fit.

**6.44 Debris Removal**

A. Debris, rubbish, hazardous waste and non-usable material resulting from the Work under the Contract, to which County does not claim a further interest, shall be disposed of off-site by the Contractor.

(1) Non-hazardous waste- shall be disposed of at the Loudoun County Landfill (wet dirt will be disposed of at a County controlled location adjacent to the Loudoun County Landfill) and all tipping fees shall be waived. The Contractor is responsible for requesting the Loudoun County Landfill tipping fee waiver documentation in advance. The primary waste disposal method to be utilized by the Contractor shall be hauling by truck (see paragraph C. below).

a. In the event that debris cannot be disposed of at the Loudoun County Landfill, the Contractor shall include in his Price Proposal all appropriate waste disposal line items to cover transportation and disposal of said waste at an alternate landfill.

- b. In the event that Loudoun County Landfill tipping fees cannot be waived, the Contractor shall include in his Price Proposal all appropriate waste disposal line items to cover disposal of said waste.
  - (2) Hazardous waste- shall be disposed of in accordance with all applicable local, State and Federal regulations and related manifest documentation provided to the County. The Contractor will dispose of said waste at a properly licensed/regulated landfill or disposal facility. The Contractor shall include in his Price Proposal all appropriate hazardous material disposal line items to cover transportation and disposal of said waste.
- B. At no time shall the contractor shall utilize County dumpsters.
- C. Dumpsters as a means debris disposal shall only be used by the Contractor with prior approval of the County. The specific Site location for any dumpster also requires approval by the County prior to placement. If dumpster usage is approved, the Contractor shall include the applicable task from the CTC in its Price Proposal.

**6.45 Contract and Subcontractor Identification Badges**

All Contractor and Subcontractor employees working at the Site are required to wear a company supplied photo ID badge. Badges must be clearly visible when worn. The size and content of the badges must be approved by the County at the start of the Contract.

**6.46 Material Storage**

The County will provide limited storage space in the Work area. Contractor assumes full, complete and nondelagable responsibility for the security of the equipment so stored. The Contractor assumes full, complete and nondelagable responsibility for determining that the material stored in this area will not overload the floor system. Any damage to the structure as a result of the Contractor overloading the floor shall be repaired by the Contractor at no cost to the County.

**6.47 Indoor Air Quality**

Frequently, the buildings in which the Work to be performed will be in use and occupied during construction. The Contractor shall schedule Work and provide temporary ventilation and/or isolation to ensure that fumes from welding, other construction tasks and out-gassing from construction materials do not migrate to occupied areas.

**6.48 Method of Payment**

**Invitation For Bid QQ-01264**

---

- A. Contractor shall submit progress payments and invoices in triplicate at the end of each calendar month, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks. A Schedule of Values identifying progress billing may be submitted for approval by the County prior to the commencement of Work if the Price Proposal itself is deemed (in the sole judgment of the County) not sufficient to constitute an acceptable Schedule of values.
- B. Invoices shall be submitted to the "Bill To" address listed on each Job Order (each department/division of the County utilizing this contract may have their own "Bill To" address).
- C. Upon inspection and acceptance of the Work, the County will render payment, less retainage, within forty-five (45) days.
- D. The Contractor shall be paid ninety-five percent (95%) of the earned sum when payment is due, with not more than five percent (5%) being retained to assure faithful performance of the Contract. All amounts withheld may be included in the final payment. Any Subcontract, which provides for similar progress payments, shall be subject to the same limitations.
- E. Individual contractors shall provide their social security numbers, proprietorships and partnerships; and corporations shall provide their Federal employer identification number on the Bid Form.

**6.49 Payments to Subcontractors**

- A. Within seven (7) days after receipt of amounts paid by the County for Work performed by a Subcontractor under this Contract, the Contractor shall either:
  - (1) Pay the Subcontractor for the proportionate share of the total payment received from the County attributable to the Work performed by the Subcontractor under this Contract; or
  - (2) Notify the County and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.
- B. The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item A.(1) above.
- C. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
- D. The Contractor shall include in each of its Subcontracts a provision requiring each Subcontractor to include or otherwise be subject to

**Invitation For Bid QQ-01264**

the same payment and interest requirements as set forth above with respect to each lower-tier Subcontractor.

- E. The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to this provision may not be construed to be an obligation of the County.

**6.50 Construction Contract Performance and Payment Bonds**

- A. The following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Agreement:
- (1) a performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the plans, Specifications and conditions of the Contract. The bond shall be in an amount equal to \$400,000.
  - (2) a payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its Subcontractors for the performance of the Work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the Site. The bond shall be in an amount equal to \$400,000.
  - (3) a prime Contractor shall not be precluded from requiring each Subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the contract with such Subcontractor.
- B. If, for any reason, such bond amounts cease to be adequate to cover the dollar value of Job Orders issued and/or uncompleted Work, the Contractor shall at his/her expense furnish an additional bond or bonds. In such event, no further payments to the Contractor shall be deemed to be due, or new Job Orders issued under the Contract until such new or additional security for the faithful performance of the Work is furnished by the Contractor in manner and form satisfactory to the County.

**6.51 Construction Contract Bond Forms and Copies: Alternative Forms**

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If

## **Invitation For Bid QQ-01264**

---

approved by the County Attorney, a Contractor may furnish a personal bond, property bond or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

### **6.52 Assignment of Contract**

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

### **6.53 Separate Contracts**

The County reserves the right to perform Work related to any Job Order with its own forces and to award separate contracts in connection with other portions of any Job Order or other Work on the Site under these or similar Conditions of the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly regulate, schedule, connect, and coordinate his Work with theirs.

### **6.54 Termination**

A. Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any Work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said Work or services are completed and accepted.

#### **(1) Termination for Convenience**

In the event that this Contract is terminated or canceled upon request and for the convenience of the County, then the County shall negotiate reasonable termination costs, if applicable.

#### **(2) Termination for Cause**

If the County terminates the contract for cause, default or negligence on the part of the Contractor, termination costs shall not apply.

#### **(3) Termination Due to Unavailability of Funds in Succeeding Fiscal Years**



When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the Contract shall be canceled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

**6.55 Contractual Disputes**

- A. The Contractor shall give written notice to the Purchasing Agent of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the Work upon which the claim is to be based.
- B. The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.
- C. The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

**6.56 Severability**

In the event that any provision of the Contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**6.57 Applicable Laws**

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action arising from the Contract shall be filed in the County of Loudoun.

**6.58 Computer & Communications Equipment Requirements**

- A. The Contractor will be required to maintain a minimum of one (1) computer system that complies with the minimum Specifications listed below.
  - (1) A 1.0 GHz processor, 512MB of RAM, 40 GB Hard drive,

Microsoft Windows 2000 or later operating system

- (2) A Laser Printer
- (3) A broadband internet connection

- B. The County will furnish software to the Contractor for use as a tool to assist with expedient preparation of Price Proposals in response to County needs. The Contractor shall access said software over the internet. Said software will contain an electronic version (copy) of the Construction Task Catalog (CTC), in which the Contractor can locate and select desired items from the CTC. Once the desired items are selected, the software provides for selection of quantities and based on the selected quantities, will extend and total the price for each Price Proposal. The software will permit introduction of Non-Prepriced Tasks and the application of the Contractor's Adjustment Factors.
- C. The County furnished software is protected by third party copyrights and patents; therefore, the Contractor must observe all restrictions and limitations of the use of such software.

**6.59 Conflict Within the Construction Documents**

- A. In the event of conflicting provisions within the Contract Documents, the following order of precedence shall apply for resolution of the conflict:
  - (1) The County-Contractor Agreement (as executed)
  - (2) The Contract Terms and Conditions
  - (3) The Detailed Scope (and all references therein) of Work applicable to each Job Order.
  - (4) The remaining components of the IFB (including all attachments) in the order they are listed in Section 6.2.

**6.60 Water**

- A. The Contractor may on occasion need water to perform the work.
  - (1) In the event the Work is performed in an area served by a public water system (i.e., the Loudoun County Sanitation Authority) the Contractor will arrange for the water usage to be metered and the County will reimburse the Contractor. The Contractor may include the fees incurred in its Price Proposal utilizing line item 01204 1001 from the CTC for Reimbursable Fees and apply an Adjustment Factor of 1.0000.

- (2) In the event the Work is performed in an area not served by a public water system, the Contractor shall furnish the water and any related hauling and use the appropriate line items from the CTC in its Price Proposal

**6.61 Ingress/Egress, Staging and Site Restoration**

- A. Ingress and egress shall be limited to designated easements of record and/or through written agreements with individual property owners. The County will direct this process and access details will be included in the Detailed Scope of Work associated with each specific Job Order.
- B. The parking and/or staging of Contractor vehicles, equipment, materials, etc., shall be limited to:
  - (1) designated easements of record
  - (2) areas secured through written agreements with property owners
  - (3) designated parking areas subject to the laws of the City, County and the Commonwealth, as applicable.
- C. The Contractor is expected to display the utmost respect for the citizens of the County and their property during performance of the Work. All properties affected by the Work shall be restored, as nearly as possible, to their original condition unless directed otherwise by the County.

## 7.0 INSTRUCTIONS TO BIDDERS

### 7.1 Submission of Bids

Pricing must be submitted on Invitation for Bid (IFB) Bid Form provided only. Include other information as requested or required. Be sure bid container is completely and properly identified. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to 1 Harrison Street, SE, 4th Floor, Leesburg, Virginia 20175.

### 7.2 Inquiries

- A. No oral interpretation will be made to bidders as to the meaning of the Contract Documents. Inquires pertaining to Invitation for Bid must be made in writing no later than seven (7) days prior to the date set for receipt of the bids and give the IFB number, title and opening date and be submitted via facsimile or e-mail and sent to the facsimile number or email address below:

Donald R. Legg, CPPO  
Assistant Purchasing Agent  
Phone: (703) 777-0566  
Fax: (703) 771-5097  
E-mail address: dlegg@loudoun.gov

- B. Failure on the part of the successful bidder to do so shall not relieve him as Contractor of the obligation to execute such Work in accordance with a later interpretation by the County. All interpretations made to bidders will be issued in the form of Addenda and will be sent to all bidders

### 7.3 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for ninety (90) days from bid opening date.

### 7.4 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Bidders shall not mark sections of their bid as proprietary if

they are to be part of the award of the Contract and are of a "Material" nature.

**7.5 Authority to Bind Firm in Contract**

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing the bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the Bid Form.

**7.6 Withdrawal of Construction Contract Bid Due to Error**

A bidder for a construction contract may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

**7.7 License Requirement**

All firms doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue telephone (703) 777-0260. The BPOL license number must be provided in the space indicated on the Bid/Bidder Information Form.

**7.8 Payment of Taxes**

All bidders located in or owning property in Loudoun County shall assure that all real and personal property taxes are paid prior to submitting a bid.

The County will verify payment of all real and personal property taxes by the successful bidder prior to the award of any Contract.

**7.9 Exemption from Taxes**

The County is exempt from State Sales Tax and Federal Excise Tax. This exemption does not include materials purchased and used by a Contractor for a construction project.

**7.10 Late Bids**

LATE bids will be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

**7.11 Rights of County**

The County reserves the right to accept or reject all or any part of any bid, waive informalities and award the contracts to the lowest responsive and responsible bidders to best serve the interest of the County.

**7.12 Prohibition as Subcontractors Under Competitive Sealed Bidding**

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any Subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

**7.13 Vendor/Contractor Preference in Tie Bids**

The Division of Procurement and all other departments of the County making purchases of goods, services and construction shall give preference to goods, services and construction sold by County and State vendors, in that order, in all cases of tie bids, quality and service being equal.

**7.14 Anti-Trust Violations**

Consistent and continued tie bidding could cause rejection of bids by the Division of Procurement and/or investigation for Anti-Trust violations.

**7.15 Basis for Award**

Contract award will be made to the up to three (3) lowest (as determined by the Award Criteria Figure) responsive and responsible bidders.

**7.16 Negotiation with the Lowest Responsible Bidder**

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidders to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidders may include both modifications of the bid price and the specifications/scope of Work to be performed.

**7.17 Notice of Award**

A Notice of Award will be posted on the County's web site ([www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)) and on the bulletin board located in the

## **Invitation For Bid QQ-01264**

---

Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

### **7.18 Protest**

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

### **7.19 Construction Contract Bid Security**

Bid security is required for this Contract. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least \$25,000.

### **7.20 Construction Contract Bond Forms and Copies: Alternative Forms**

In lieu of a bid, payment or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

### **7.21 Debarment**

By submitting a bid, the bidder is certifying that he is not currently debarred by the County. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

This page Intentionally Left Blank



Loudoun County, Virginia

Department of Management and Financial Services  
Division of Procurement  
1 Harrison Street, 4th Floor  
Leesburg, Virginia 20175



**8.0 Miscellaneous Bid Information Form, Bid Form and Other Forms  
To Be Executed and Submitted By Bidder**

**Miscellaneous Bid Information Form**  
**for**  
**IFB QQ-1264 Maintenance and Repair of Stormwater Infrastructure,  
Paving and Other Sitework**

---

(Insert Company Name Above)

The following forms and information shall be returned with your bid. Failure to do so shall be cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that he has received all Addenda.

1. The Miscellaneous Bid Info Form (completed)
2. The Bid Form (completed and signed)
3. BPOL number: \_\_\_\_\_ (attach copy)
4. FEI number: \_\_\_\_\_
5. Registered Commonwealth of Virginia Contractor Class A license number #:  
\_\_\_\_\_ (attach copy)
6. Location of Contractor's full service office within forty (40) miles of the Loudoun County Government Center located at 1 Harrison Street, Leesburg, Virginia 20175.  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (distance in miles)
7. Payment Terms (Select one): \_\_\_\_\_ 2%, 20 Days, \_\_\_\_\_ 1%, 20 Days,  
\_\_\_\_\_ net 30, other payment discount \_\_\_\_\_

**Invitation For Bid QQ-01264**

---

8. Bid Bond
9. Reference Information (on form provided)
10. Self Performance Explanation/Approach (on form provided)
11. Addenda, if any (including signed acknowledgment of receipt).
12. Rider Clause (completed and signed)

Person to contact regarding this bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Bid Form**

In compliance with the Invitation for Bid listed immediately below, the undersigned hereby offers and agrees to furnish all labor, equipment and materials and perform all Work for:

**Job Order Contract (JOC) For Maintenance and Repair of Stormwater  
Infrastructure, Paving and other Sitework**

in strict accordance with the Contract Documents for the consideration of the amounts listed on the attached Schedule of Prices. The undersigned further agrees that, upon written acceptance of this Bid, mailed or otherwise furnished within ninety (90) calendar days after the date of receipt of Bids, he will, within ten (10) calendar days after notification of award, execute the County-Contractor Agreement and furnish performance and payment bonds in a form satisfactory to the County with good and sufficient surety or sureties and deliver certificate(s) of insurance in full compliance with the Contract Documents.

**SCHEDULE OF PRICES**

The Contractor shall perform the tasks required by each individual Job Order issued pursuant to this Contract using the following Adjustment Factors:

- A. Normal Working Hours and Job Orders ≤ \$50,000: The undersigned shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order, during Normal Working Hours (7:00 am - 5:00 pm Monday-Friday, except Holidays), and for Job Orders ≤ \$50,000 for the Unit Prices specified in the Construction Task Catalog (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below:

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | . |  |  |  |  |
|--|---|--|--|--|--|

(Specify to four decimal places)

- B. Other Than Normal Working Hours and Job Orders  $\leq$  \$50,000: The undersigned shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order, during Other Than Normal Working Hours (5:01 pm to 6:59 am Monday to Friday and any time Saturday, Sunday, and Holidays), and for Job Orders  $\leq$  \$50,000 for the Unit Prices specified in the Construction Task Catalog (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below:

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | . |  |  |  |  |
|--|---|--|--|--|--|

(Specify to four decimal places)

- C. Normal Working Hours and Job Orders  $\geq$  \$50,000: The undersigned shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order, during Normal Working Hours (7:00 am - 5:00 pm Monday-Friday, except Holidays), and for Job Orders  $\geq$  \$50,000 for the Unit Prices specified in the Construction Task Catalog (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below:

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | . |  |  |  |  |
|--|---|--|--|--|--|

(Specify to four decimal places)

- D. Other Than Normal Working Hours and Job Orders  $\geq$  \$50,000: The undersigned shall perform any and all functions called for in the Contract Documents and the individual Detailed Scope of Work associated with each Job Order, during Other Than Normal Working Hours (5:01 pm to 6:59 am Monday to Friday and any time Saturday, Sunday, and Holidays), and for Job Orders  $\geq$  \$50,000 for the Unit Prices specified in the Construction Task Catalog (CTC) multiplied by the quantities necessary to complete the Detailed Scope of Work multiplied by the Adjustment Factor below:

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | . |  |  |  |  |
|--|---|--|--|--|--|

(Specify to four decimal places)

*EXAMPLE: Write the Adjustment Factor to four decimal places as the following example illustrates.*

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 1 | . | 1 | 9 | 9 | 8 |
|---|---|---|---|---|---|

or

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 0 | . | 9 | 9 | 9 | 9 |
|---|---|---|---|---|---|

**Invitation For Bid QQ-01264**

*Note To Bidder: The Adjustment Factors provided for performing Work during Other Than Normal Working Hours must be greater than the Adjustment Factors provided for performing Work during Normal Working Hours for the equivalent sized Job Orders and The Adjustment Factors provided for performing Work  $\leq$  \$50,000 must be greater than the Adjustment Factors provided for performing Work  $\geq$  \$50,000 for the equivalent working hours.*

Transfer below the competitively bid Adjustment Factors that you wrote in and complete the calculation for the Award Criteria Figure.

**AWARD CRITERIA FIGURE**

The following formula has been developed for the sole purpose of evaluating bids and awarding the Contract. Each bidder must complete the following calculation.

- Line 1. Normal Working Hours and Job Orders  $\leq$  \$50,000 Adjustment Factor (A above). \_\_\_\_\_ (1)
- Line 2. Multiply Line 1 by .60 \_\_\_\_\_ (2)
- Line 3. Other Than Normal Working Hours and Job Orders  $\leq$  \$50,000 Adjustment Factor (B above). \_\_\_\_\_ (3)
- Line 4. Multiply Line 3 by .15 \_\_\_\_\_ (4)
- Line 5. Normal Working Hours and Job Orders  $\geq$  \$50,000 Adjustment Factor (C above). \_\_\_\_\_ (5)
- Line 6. Multiply Line 5 by .20 \_\_\_\_\_ (6)
- Line 7. Other Than Normal Working Hours and Job Orders  $\geq$  \$50,000 Adjustment Factor (D above). \_\_\_\_\_ (7)
- Line 8. Multiply Line 7 by .05 \_\_\_\_\_ (8)
- Line 9. Summation of lines 2, 4, 6 and 8 above. \_\_\_\_\_ (9)  
(Award Criteria Figure)

Contractor shall write in numbers and words the Award Criteria Figure in the spaces below.

|  |  |   |  |  |  |  |
|--|--|---|--|--|--|--|
|  |  | . |  |  |  |  |
|--|--|---|--|--|--|--|

Award Criteria Figure in Numbers

\_\_\_\_\_  
Award Criteria Figure in Words

**Invitation For Bid QQ-01264**

---

Instructions To Bidder: Specify lines 1 through 9 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).

*Note To Bidder: The weights in lines 2, 4, 6 and 8, above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purposes of determining the lowest bidder; when submitting Price Proposals related to Specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in A, B, C or D in the Schedule of Prices above.*

Bidder shall make no alterations, changes, or exclusions to the Bid Form or its phraseology. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate Bids, or irregularities of any kind. All blank spaces shall be completed.

The undersigned acknowledges receipt of the following Addenda to the IFB (Give Addendum number, number of pages and date of each Addendum):

Addendum Number\_\_\_\_, \_\_\_\_ pages, dated\_\_\_\_\_

Addendum Number\_\_\_\_, \_\_\_\_ pages, dated\_\_\_\_\_

Addendum Number\_\_\_\_, \_\_\_\_ pages, dated\_\_\_\_\_

Addendum Number\_\_\_\_, \_\_\_\_ pages, dated\_\_\_\_\_

Failure to acknowledge receipt of all Addenda may cause the Bid to be considered non responsive to the IFB, which would require rejection of the Bid.

Name of person authorized to bind the Firm:\_\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Name of Company: \_\_\_\_\_

Address:\_\_\_\_\_

**Reference Form**

Project References for \_\_\_\_\_

(Insert Company Name Above)

Bidders shall provide references on this form.

1. Client Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Description of Project \_\_\_\_\_  
\_\_\_\_\_  
Value of Work Self performed \_\_\_\_\_ % Describe trades/disciplines self performed  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Client Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Description of Project \_\_\_\_\_  
\_\_\_\_\_  
Value of Work Self performed \_\_\_\_\_ % Describe trades/disciplines self performed  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Client Name \_\_\_\_\_  
Contact \_\_\_\_\_

**Invitation For Bid QQ-01264**

---

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Description of Project \_\_\_\_\_

Value of Work Self performed \_\_\_\_\_ % Describe trades/disciplines self performed

4. Client Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Description of Project \_\_\_\_\_

Value of Work Self performed \_\_\_\_\_ % Describe trades/disciplines self performed

5. Client Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Description of Project \_\_\_\_\_

Value of Work Self performed \_\_\_\_\_ % Describe trades/disciplines self performed



**Self Performance Explanation/Approach**

---

(Insert Company Name Above)

In the space provided below, explain how you will comply with the requirement to self-perform twenty-five percent (25%) of the value of the Work. For example: list the trades that you typically self perform; provide information on full-time employees by trade/craft/category that you anticipate utilizing in the performance of the Work; provide examples of equipment you own or lease that employees operate; etc. *Please limit your explanation/approach to the two (2) page space provided*

Self Performance Explanation/Approach (Continued)

# RIDER CLAUSE

Use of Contract by Members of the  
Northern Virginia Cooperative Purchasing Council and  
the Metropolitan Washington Council of Governments

(Insert Company Name Above)

Invitation For Bid QQ-01264 for Job Order Contract (JOC) Maintenance and Repair of Stormwater Infrastructure, Paving and Other Sitework. This clause is intended to allow a successful vendor to offer the goods and services of the bid to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final Contract are offered to the appropriate member. The successful vendor may directly notify any member jurisdiction of the availability of the Contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the bidder's part. A member jurisdiction's participation in the Contract is voluntary, also. Any jurisdiction obligated to participate in the Contract is indicated in the body of the solicitation and Contract.

The member jurisdiction(s) which awards the Contract as a result of this solicitation is responsible for the award, etc., of its portion of the Contract only.

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the Contract to any member will neither disqualify a bidder nor adversely affect the award of the Contract.

It is the awarded vendor's responsibility to notify the jurisdictions shown below of the availability of the Contract(s).

It is understood that the vendor will utilize proprietary licensed documents and software during the performance of the work that is provided by a Consultant, the Gordian Group, Inc., by means of a consulting contract with Loudoun County. Any member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments utilizing the vendor by riding the Contract shall be liable to the Gordian Group, Inc. for their document and software licensing fee.

## BIDDER'S AUTHORIZATION FOR PARTICIPATION:

| YES | NO | JURISDICTION                            | YES | NO | JURISDICTION   |
|-----|----|---|-----|----|--|
| —   | —  | City of Alexandria, VA                  | —   | —  | Loudoun County Public Schools                          |
| —   | —  | Alexandria Public Schools               | —   | —  | Loudoun County Sanitation Authority                    |
| —   | —  | Alexandria Sanitation Authority         | —   | —  | City of Manassas, VA                                   |
| —   | —  | Arlington County, VA                    | —   | —  | City of Manassas Park, VA                              |
| —   | —  | Arlington Public Schools                | —   | —  | Maryland - National Capital Park & Planning Commission |
| —   | —  | City of Bowie, MD                       | —   | —  | Metropolitan Washington Airports Authority             |
| —   | —  | City of College Park, MD                | —   | —  | Metropolitan Washington Council of Government          |
| —   | —  | Culpeper County, Virginia               | —   | —  | Montgomery Community College                           |
| —   | —  | District of Columbia                    | —   | —  | Montgomery County, MD                                  |
| —   | —  | District of Columbia Schools            | —   | —  | Montgomery County Public Schools                       |
| —   | —  | District of Columbia Water & Sewer Auth | —   | —  | Northern Virginia Community College                    |
| —   | —  | City of Fairfax, VA                     | —   | —  | Northern Virginia Planning District Commission         |
| —   | —  | Fairfax County, VA                      | —   | —  | Prince George's County, MD                             |
| —   | —  | Fairfax County Public Schools           | —   | —  | Prince George's County Public Schools                  |
| —   | —  | Fairfax County Water Authority          | —   | —  | Prince William County, VA                              |
| —   | —  | City of Falls Church, VA                | —   | —  | Prince William County Public Schools                   |
| —   | —  | Fauquier County, VA                     | —   | —  | Prince William County Service Authority                |
| —   | —  | Fauquier County Schools                 | —   | —  | City of Rockville, MD                                  |
| —   | —  | City of Frederick, MD                   | —   | —  | Stafford County, VA                                    |
| —   | —  | Frederick County, MD                    | —   | —  | Stafford County Public Schools                         |
| —   | —  | Frederick County Public Schools         | —   | —  | City of Takoma Park, MD                                |
| —   | —  | City of Gaithersburg, MD                | —   | —  | Upper Occoquan Sewage Authority                        |
| —   | —  | George Mason University                 | —   | —  | Town of Vienna, VA                                     |
| —   | —  | City of Greenbelt, MD                   | —   | —  | Washington Metropolitan Area Transit Authority         |
| —   | —  | Town of Herndon, VA                     | —   | —  | Washington Suburban Sanitary Commission                |
| —   | —  | Town of Leesburg                        | —   | —  |  |

BIDDER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

This form must be completed and returned with proposal.

This Page Intentionally Left Blank

**HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?**

QQ-01264

Please take the time to mark the appropriate line and return with either your bid or no bid.

- |  |   |
|--|---|
| <input type="checkbox"/> Associated Builders & Contractors | <input type="checkbox"/> Loudoun Co Small Business Development Center |
| <input type="checkbox"/> Bid Net                           | <input type="checkbox"/> Loudoun Times Mirror                         |
| <input type="checkbox"/> Builder's Exchange of Virginia    | <input type="checkbox"/> Our Web Site                                 |
| <input type="checkbox"/> Construction Market Data          | <input type="checkbox"/> NIGP   |
| <input type="checkbox"/> Direct Mail from Loudoun County   | <input type="checkbox"/> The Plan Room                                |
| <input type="checkbox"/> Dodge Reports                     | <input type="checkbox"/> Valley Construction News                     |
| <input type="checkbox"/> LS Caldwell & Associates          | <input type="checkbox"/> Virginia Business Opportunities              |
| <input type="checkbox"/> Loudoun Co Chamber of Commerce    | <input type="checkbox"/> VA Dept. of Minority Business Enterprises    |
| <input type="checkbox"/> Other _____                       | <input type="checkbox"/> RAPID  |

---

**SERVICE RESPONSE CARD**

QQ-01264

Date of Service: \_\_\_\_\_

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with the Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Management Services •  
PO Box 7000 • Leesburg, VA 20177**

This Page Intentionally Left Blank

## **9.0 County-Contractor Agreement**

As a condition of bidding, the Contractor agrees to execute and deliver the County-Contractor Agreement on the following pages, in the prescribed form, within ten (10) days of notice of award from the County.

**COUNTY-CONTRACTOR AGREEMENT**      **QQ-01264**

THIS AGREEMENT for a Job Order Contract (JOC) for Maintenance and Repair of Stormwater Infrastructure, Paving and Other Sitework, executed in three (3) originals, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2006, is by and between Loudoun County, Virginia (herein referred to as the "County") whose mailing address is 1 Harrison Street, SE, Leesburg, Virginia 20175, and \_\_\_\_\_

\_\_\_\_\_ a corporation organized and existing under the law of the State of \_\_\_\_\_ (herein referred to as the "Contractor") whose mailing address is \_\_\_\_\_.

All correspondence, submittals and notices relating to or required under this Contract shall be sent, in writing, to the addresses above listed; unless either party is notified, in writing, of a change in address.

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the County and Contractor.

**Article 1**

**CONTRACT DOCUMENTS**

- 1.1 This Agreement and the contract documents as specified below, in their entirety, comprise the Contract, and all are as fully a part hereof as if attached to this Agreement or repeated herein.
- 1.2 The Contract Documents consist of:
  - A. This Agreement
  - B. The County's Invitation for Bid (IFB) No. QQ-01264 (which includes the Contract Terms and Conditions), including any Addenda
  - C. IFB Attachment 1- The Construction Task Catalog (CTC)(CSI Sections 01-16)
  - D. IFB Attachment 2- The Technical Specifications(CSI Sections 01-16)
  - E. The Contractor's bid submission (all parts)
  - F. Notice of Award



- G. Performance and Labor and Material Payment Bonds and Insurance Certificates provided
- F. Job Orders, Requests for Price Proposals, and Detailed Scopes of Work (including and referenced supplemental Specifications and/or drawings) issued under the Contract
- G. The Contractor's Price Proposals submitted under the Contract
- H. Written Modifications to the Agreement, signed by both parties, issued after the Agreement has been executed

## **Article 2**

### **STATEMENT OF WORK**

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

## **Article 3**

### **CONTRACTOR**

- 3.1 The Contractor is an independent Contractor and nothing in this Agreement shall be construed as implying the relationship of principal and agent or employer and employee between the County and Contractor, the Contractor's employees or designees. The independent Contractor shall exercise daily control over its employees' activities.

## **Article 4**

### **TIME OF COMMENCEMENT AND COMPLETION**

- 4.1 The Base Term of the Contract is one (1) year from the date of the execution of this Agreement. The contract may be renewed based upon on the same terms and conditions, other than Bid Adjustment Factors, at the expiration of the Base Term upon mutual agreement of the parties. The renewal may be for up to four (4) additional one-year periods (Option Terms). The total duration of this Contract, inclusive of all Option Terms shall not exceed five (5) years.
- 4.2 The Contractor shall commence the Work promptly upon the date established in the each Job Order under the Contract; and, the Work shall progress with diligence and in the order which may be reasonably required.
- 4.3 Time is of the essence. The Contractor agrees to achieve Final Completion of the Work within the time specified in each Job Order (therein designated as the Job Order Completion Time).
- 4.4 The amount of Liquidated Damages, if any, shall be assessed on a Job Order by Job Order basis pursuant to Contract Terms and Conditions contained in the

IFB. This provision for Liquidated Damages does not bar County's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.

#### **Article 5**

#### **CONTRACT SUM**

- 5.1 Contractor acknowledges the Contract is an indefinite-quantity contract for the improvement, alteration, repair and construction of infrastructure, structures or other real property with a Minimum Contract Value of \$25,000.
- 5.2 The Maximum Contract Term Value that the County may order in any one (1) Contract Term (Base Term or any respective Option Term) is \$2,000,000.
- 5.3 The Maximum Contract Total Value under this Agreement is \$10,000,000, unless the County and the Contractor execute a change to this Agreement, approved by the Board of Supervisors, that states otherwise.
- 5.4 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by modification or as otherwise provided in the Contract Documents, the County agrees to pay, and the Contractor agrees to accept as full payment, the Job Order Amount stated on each Job Order issued under the Contract in consideration of the due fulfillment of the conditions of the Contract.

#### **Article 6**

#### **PROGRESS PAYMENTS**

- 6.1 The Contractor hereby agrees that on or about the last day of every month during the performance of the Work the Contractor will deliver to the County an application for Payment for the Work for the preceding thirty (30) days in accordance with the provisions of the Contract Terms and Conditions. Each Job Order will be invoiced separately by the Contractor. This date may be changed upon mutual agreement, stated in writing, between the County and Contractor. Payment under this Contract shall be made as provided in the Contract Terms and Conditions.

Article 7

OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, Bid Bond and Certification of Insurance as required by the Contract Documents.

Article 8

ENTIRE AGREEMENT AND SEVERABILITY

- 8.1 The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or changed only by a written modification signed by the parties hereto. Nothing contained in the Contract Documents shall create any contractual relationship between the County, or any agent, consultant, or independent contractor employed by the County and any Subcontractor, Sub-subcontractor, supplier or vendor of the Contractor, but the County shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.
- 8.2 In the event that any provision of the Contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Witness the following signatures:

**COUNTY OF LOUDOUN, VIRGINIA**

Division of Procurement  
1 Harrison Street, S.E.  
P.O. Box 7000  
Leesburg, Virginia 20177-7000

Phone: (703) 777-0403

Fax: (703) 771-5097

By \_\_\_\_\_

Name Donald R. Legg

Title Assistant Purchasing Agent

Date \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM BY THE  
LOUDOUN COUNTY ATTORNEY'S OFFICE

By \_\_\_\_\_

Title Assistant County Attorney

Name \_\_\_\_\_